

TERMS & CONDITIONS

1. In these conditions:-
 - a. The “company” is Gardiner Engineering P/L trading as Aabco Corporate Events or any of its trading identities including all officers, employees, agents or contractors of Gardiner Engineering.
 - b. The “hirer” refers to the person, firm, corporation, its officers, employees, agents, contractors, vendors, exhibitors, participants and patrons, hiring the equipment from the company or engaging the Company.
 - c. The “equipment” means all the equipment, parts, accessories and packaging supplied to the hirer.
2. Aabco Corporate Event's Terms and Conditions prevail unencumbered over this transaction in full or part and take precedence over and cannot be overridden by any other terms and conditions dated before or after the Invoice date pertaining to this transaction.
3. Goods will not be held without a deposit. All prices are for single hire only. Transport and labour are additional, unless otherwise stated.
4. Single hire period is 24 hours, unless otherwise stated, goods not returned in time will incur an additional hire charge of 100% per day until returned.
5. The hirer is responsible and liable for the goods hired, from the time they leave the Company's premises, until their return and acceptance by the Company.
6. **Indemnification by Hirer**

The Hirer Indemnifies the Company against all demands, actions, claims, liabilities, loss, damage, costs and expenses that may be incurred or sustained by the Company as a result of any act, matter or thing done, permitted or omitted to be done by or on behalf of or through or under the Hirer.
7. Please check all goods upon receipt for number and condition. The Company accepts no responsibility for shortages or condition unless notified on receipt of the goods. The customer acknowledges receipt of the goods listed on the invoice or delivery docket.
8. The Company's count and determination of quantity and condition of the equipment prior to the delivery and on return shall be final. Where the Company receives the hirer's property in error it is held by the Company for 30 days from the date of receipt, then disposed of without liability to the Company.
9. The Company shall at no cost to the Company, have access to the hirer's electrical power supply and water supply, with reasonable proximity to the installation, for building running and maintenance of the equipment.
10. The hirer shall not move, adjust or tamper with the equipment without the written consent of the Company. If the hirer does move, adjust or tamper with the equipment, the Company or it's agents are not liable for any accident which can be attributed to this action, as determined by the Company.
11. Where the hirer is more than one person, liability shall be joint and several. The hirer shall be bound by these conditions whether signed by the hirer or not.
12. Placement of an order by the hirer, whether verbal or written shall be deemed as an irrevocable acceptance of these terms and conditions without alteration. All charges are subject to change without notice.
13. Waiver by the Company of any breach of this agreement shall not constitute a waiver of any subsequent or continuing breach.
14. The Company reserves the right to withhold and or withdraw supply of equipment due to unpaid accounts or any infringement of these terms.
15. All breakages, losses or damages are the responsibility of the hirer and will be charged for accordingly. All goods remain the property of the Company. All boxes, pallets etc. remain the property of the AABCO EVENTS and shortages will be charged for.
16. The hirer agrees to pay all costs incurred by the Company in recovering monies owed to the Company for accounts outside the specified trading terms.

I have read and fully understand the above terms and conditions

Signed: _____ Name: _____

Date: _____

TERMS & CONDITIONS (Cont'd)

17. **Payment terms:**
18. Deposit of 25% due on placement of the order to secure equipment and or services.
19. Balance due seven (7) working days prior to installation. If a job is booked less than 7 days prior, full payment must be made immediately by credit card or debit card. Credit card payments will incur a 2% surcharge.
20. A refundable security bond of a minimum \$110.00 by credit card or debit card is applicable to all hire orders. The bond will be refunded 7-10 days after the return of equipment. If damage exceeds the amount of bond, you are responsible for this amount and will be invoiced accordingly.
21. Cancellation Fees apply. Once an order has been placed, to cancel that order or part thereof you will forfeit your 25% deposit. If the cancellation occurs within 48hrs of Aabco Corporate Events' schedule installation or delivery date, the full hire fee will be forfeited. If cancellation occurs within 24 hours of the scheduled installation day, the installation fee will also be forfeited.
22. Aabco Corporate Events reserves the right at it's own discretion to withdraw services if it considers to proceed would be dangerous or inappropriate.
23. All electrical items are tested, tagged and operating prior to leaving our premises. Aabco will not be held responsible for any electrical item not working once it has left our premises.
24. The owners identification, trademarks, trade name or service marks may appear on rented goods and equipment.
25. It is the responsibility of the hirer where any work carried out on the hirer's site by the company including, but not limited to delivery and installation, the hirer must in writing and by reasonably marking out the site, make the company fully aware of all services and obstructions in the immediate vicinity, both above and below ground that may affect any work to be carried out by the Company.
 - a. Dial before you dig is not accepted by the Company as a complete source of information.
 - b. The Company is not liable or responsible for the location, repair or any liability resulting from damage of such services.
 - c. While the above is stated, the Company will take all possible care to avoid causing any damage.
26. All labour, delivery and pick up services quoted are during normal business hours unless otherwise stated. Any work carried out outside these hours will be at an additional rate.
27. Labour charges subject to changes.
28. If fire extinguishers are discharged a refill charge will apply.
29. Equipment is subject to availability at time of placing order.
30. Delivery is to one point – extra charges apply for distribution.
31. All delivery charges are for ground floor good access situations, any departure from this will incur extra charges
32. All courier deliveries are subject to 10 minutes delivery time with extra charges for in excess of 10 minutes.
33. All goods must be returned in good order, clean, dry and packed as delivered. Eg. Chairs supplied with covers must have covers fitted or charges will apply.
34. Security for the equipment is the responsibility of the hirer, and the hirer acknowledges this. Any damager, whether accidental or otherwise is also the responsibility of the hirer.
35. If the hirer provides labour for installation, removal or any other service this will be at the cost and responsibility of the hirer and the hirer will be responsible for all workers compensation and any other statutory requirements.
36. In the event of equipment failure or breakdown the hirer will notify the company immediately and or return the equipment to the company and on no account attempt to repair or have the equipment repaired without prior consent of the company. In no event is the company responsible for any losses, damages or personal injury caused by the equipment.
37. The equipment always remains the property of the company. The hirer acknowledges his interest in the equipment is as a bailee of the company only and he agrees not to part with possession or dispose of or encumber or assign any right or interest in the equipment and not to create any lien on the equipment for repairs or any other reason..
38. The hirer acknowledges that he has received adequate instruction on the correct use and operation of the equipment, which includes demonstration, verbal and written demonstration.
39. If any of this contract is invalid, unlawful, void or unenforceable it shall be capable of severance without affecting any other of the obligations of the parties pursuant thereto.
40. The hirer shall be responsible for payment of all tax, impost or duty levied on the hire and/or delivery of goods and services including but not limited to GST .
41. All terms from sub contractors apply where sub contractor is engaged on behalf of the client.
42. No wood fired, charcoal or smokey cooking is permitted inside marquees.
43. No crepe paper or similar is to be used inside or near marquees, no exceptions
44. No stickers or adhesive to be used on roofs, walls, clear walls or doors. All damages will be charged for.
45. A washing fee of from 22cents per item, incl. GST, is applicable on all glassware, crockery and cutlery which is not returned clean. Higher charges for other items.

I have read and fully understand the above terms and conditions

Signed: _____ Name: _____

Date: _____